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 BARTKO, ZANKEL, TARRANT & MILLER P.C.

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Attorneys for Defendants K-M Industries
 Holding Co. Inc.; K-M Industries Holding Co.
 Inc. ESOP Plan Committee; and CIG ESOP
 Plan Committee

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

THOMAS FERNANDEZ and LORA)	Case No. C06-07339 MJJ
SMITH, individually and on behalf of a)	
class of all others similarly situated,)	[PROPOSED] STIPULATED
)	PROTECTIVE ORDER
Plaintiffs,)	
v.)	
)	
K-M INDUSTRIES HOLDING CO., INC.;)	
K-M INDUSTRIES HOLDING CO. INC.)	
ESOP PLAN COMMITTEE; WILLIAM E.)	
AND DESIREE B. MOORE REVOCABLE)	
TRUST; ADMINISTRATOR OF THE)	
ESTATE OF WILLIAM E. MOORE,)	
DECEASED; CIG ESOP PLAN)	
COMMITTEE; and NORTH STAR TRUST)	
COMPANY,)	
)	
Defendants.)	

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve
 production of confidential, proprietary, or private information for which special

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protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.2 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 "CONFIDENTIAL" Information or Items: information

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(regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R. Civ. P. 26(c).

2.4 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"

Information or Items: extremely sensitive "CONFIDENTIAL" Information or Items whose disclosure to another Party or nonparty would create a substantial risk of serious injury that could not be avoided by less restrictive means.

2.5 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

2.6 Producing Party: a Party or non-party that produces Disclosure or Discovery Material in this action.

2.7 Designating Party: a Party or non-party that designates information or items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.8 Protected Material: any Disclosure or Discovery Material that is designated as "CONFIDENTIAL" or as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

2.9 Outside Counsel: attorneys who are not employees of a Party but who are retained to represent or advise a Party in this action.

2.10 House Counsel: attorneys who are employees of a Party.

2.11 Counsel: (without qualifier): Outside Counsel and House Counsel (as well as their support staffs).

2.12 Expert: a person with specialized knowledge or experience in

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a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or of a competitor of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party's. This definition includes a professional jury or trial consultant retained in connection with this litigation.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by parties or counsel to or in court or in other settings that reveal Protected Material.

4. DURATION

Even after the termination of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for
3 Protection. Each Party or non-party that designates information or items for
4 protection under this Order must take care to limit any such designation to specific
5 material that qualifies under the appropriate standards. A Designating Party must
6 take care to designate for protection only those parts of material, documents, items,
7 or oral or written communications that qualify – so that other portions of the
8 material, documents, items, or communications for which protection is not
9 warranted are not swept unjustifiably within the ambit of this Order.

10
11 Mass, indiscriminate, or routinized designations are prohibited.
12 Designations that are shown to be clearly unjustified, or that have been made for
13 an improper purpose (e.g., to unnecessarily encumber or retard the case
14 development process, or to impose unnecessary expenses and burdens on other
15 parties), expose the Designating Party to sanctions under the existing legal
16 standards for impositions of sanctions.

17
18 If it comes to a Party's or a non-party's attention that information or
19 items that it designated for protection do not qualify for protection at all, or do not
20 qualify for the level of protection initially asserted, that Party or non-party must
21 promptly notify all other parties that it is withdrawing the mistaken designation.

22
23 5.2 Manner and Timing of Designations. Except as otherwise
24 provided in this Order (see, e.g., second paragraph of section 5.2(a), below), or as
25 otherwise stipulated or ordered, material that qualifies for protection under this
26 Order must be clearly so designated before the material is disclosed or produced.

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Designation in conformity with this Order requires:

(a) for information in documentary form (apart from transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” clearly on each page that contains protected material. Only those pages that contain “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” shall be marked as such.

A Party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting Party has indicated which material it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order, then, before producing the specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) clearly on each page that contains Protected Material.

(b) for testimony given in deposition or in other pretrial or trial proceedings, that the Party or non-party offering or sponsoring the testimony identify on the record, before the close of the deposition, hearing, or other proceeding, all protected testimony, and further specify any portions of the

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1 testimony that qualify as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.” When it is impractical to identify separately each
3 portion of testimony that is entitled to protection, and when it appears that
4 substantial portions of the testimony may qualify for protection, the Party or non-
5 party that sponsors, offers, or gives the testimony may invoke on the record (before
6 the deposition or proceeding is concluded) a right to have up to 30 days to identify
7 the specific portions of the testimony as to which protection is sought and to
8 specify the level of protection being asserted (“CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”). Only those portions of the
10 testimony that are appropriately designated for protection within the 30 days shall
11 be covered by the provisions of this Stipulated Protective Order.

12
13 Transcript pages containing Protected Material must be
14 separately marked by the court reporter, who must affix to the top of each such
15 page the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
16 ATTORNEYS’ EYES ONLY,” as instructed by the Party or nonparty offering or
17 sponsoring the witness or presenting the testimony.

18
19 (c) for information produced in some form other than
20 documentary, and for any other tangible items, that the Producing Party affix in a
21 prominent place on the exterior of the container or containers in which the
22 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Only those portions that
24 contain “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
25 EYES ONLY” shall be marked as such.
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5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. If material is appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” after the material was initially produced, the Receiving Party, on timely notification of the designation, must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary economic burdens, or a later significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. A Party that elects to initiate a challenge to a Designating Party’s confidentiality designation must do so in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) with counsel for the Designating Party. In conferring, the challenging Party must explain the basis for its belief that the

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1 confidentiality designation was not proper and must give the Designating Party an
 2 opportunity to review the designated material, to reconsider the circumstances,
 3 and, if no change in designation is offered, to explain the basis for the chosen
 4 designation. A challenging Party may proceed to the next stage of the challenge
 5 process only if it has engaged in this meet and confer process first.

6
 7 6.3 Judicial Intervention. A Party that elects to press a challenge to
 8 a confidentiality designation after considering the justification offered by the
 9 Designating Party may file and serve a motion under Civil Local Rule 7 (and in
 10 compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged
 11 material and sets forth in detail the basis for the challenge. Each such motion must
 12 be accompanied by a competent declaration that affirms that the movant has
 13 complied with the meet and confer requirements imposed in the preceding
 14 paragraph and that sets forth with specificity the justification for the confidentiality
 15 designation that was given by the Designating Party in the meet and confer
 16 dialogue. The burden of persuasion in any such challenge proceeding shall be on
 17 the Designating Party. Until the court rules on the challenge, all parties shall
 18 continue to afford the material in question the level of protection to which it is
 19 entitled under the Producing Party's designation.
 20
 21

22 7. ACCESS TO AND USE OF PROTECTED MATERIAL

23
 24 7.1 Basic Principles. A Receiving Party may use Protected Material
 25 that is disclosed or produced by another Party or by a non-party in connection with
 26 this case only for prosecuting, defending, or attempting to settle this litigation.
 27
 28

Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of Section 11, below (FINAL DISPOSITION). Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items.

Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of record in this action, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation and who have signed the "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

(b) the Receiving Party, including the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(c) a person who is a putative class member or class member who has signed the "Agreement to Be Bound by Protective Order" (Exhibit A);

(d) experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed

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1 the "Agreement to Be Bound by Protective Order" (Exhibit A);

2 (e) the Court and its personnel;

3 (f) court reporters, their staffs, and professional vendors to
4 whom disclosure is reasonably necessary for this litigation and who have signed
5 the "Agreement to Be Bound by Protective Order" (Exhibit A);

6 (g) during their depositions, witnesses in the action to whom
7 disclosure is reasonably necessary and who (with the exception of witnesses
8 employed by parties) have signed the "Agreement to Be Bound by Protective
9 Order" (Exhibit A). Any witness who does not sign the "Agreement to Be Bound
10 by Protective Order" (Exhibit A) shall be required to review any pages or exhibits
11 marked as "CONFIDENTIAL" under the terms of this Stipulated Protective Order
12 in the offices of the appropriate court reporter or in the offices of the disclosing
13 party and such witness shall not be entitled to copies of pages or exhibits marked
14 as "CONFIDENTIAL" under the terms of this Stipulated Protective Order. Pages
15 of transcribed deposition testimony or exhibits to depositions that reveal Protected
16 Material must be separately marked as such by the court reporter and may not be
17 disclosed to anyone except as permitted under this Stipulated Protective Order;

18 (h) in preparation for their depositions, witnesses in the
19 action to whom disclosure is reasonably necessary and who have signed the
20 "Agreement to Be Bound by Protective Order" (Exhibit A). Pages of transcribed
21 deposition testimony or exhibits to depositions that reveal Protected Material must
22 be separately marked as such by the court reporter and may not be disclosed to
23 anyone except as permitted under this Stipulated Protective Order;

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1 and

2 (i) the author of the document or the original source of the
3 information.

4 Notwithstanding the above paragraph, a Receiving Party may disclose to
5 any putative class member or class member the personnel file and payroll
6 information that pertains to any such individual, regardless of whether the
7 information or item is designated as "CONFIDENTIAL" or "HIGHLY
8 CONFIDENTIAL – ATTORNEYS EYES ONLY."

9
10 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'
11 EYES ONLY" Information or Items. Unless otherwise ordered by the court or
12 permitted in writing by the Designating Party, a Receiving Party may disclose any
13 information or item designated "HIGHLY CONFIDENTIAL – ATTORNEYS'
14 EYES ONLY" only to:

15
16 (a) the Receiving Party's Outside Counsel of record in this
17 action, as well as employees of said Outside Counsel to whom it is reasonably
18 necessary to disclose the information for this litigation and who have signed the
19 "Agreement to Be Bound by Protective Order" that is attached hereto as Exhibit A;

20
21 (b) Experts (as defined in this Order) (1) to whom disclosure
22 is reasonably necessary for this litigation, and (2) who have signed the "Agreement
23 to Be Bound by Protective Order" (Exhibit A);

24 (c) the Court and its personnel;

25 (d) court reporters, their staffs, and professional vendors to
26 whom disclosure is reasonably necessary for this litigation and who have signed
27

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1 the "Agreement to Be Bound by Protective Order" (Exhibit A);

2 (e) during their depositions, witnesses in the action to whom
3 disclosure is reasonably necessary and who (with the exception of witnesses
4 employed by parties) have signed the "Agreement to Be Bound by Protective
5 Order" (Exhibit A). Any witness who does not sign the "Agreement to Be Bound
6 by Protective Order" (Exhibit A) shall be required to review any pages or exhibits
7 marked as "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY" under the
8 terms of this Stipulated Protective Order in the offices of the appropriate court
9 reporter or in the offices of the disclosing party and such witness shall not be
10 entitled to copies of pages or exhibits marked as "HIGHLY CONFIDENTIAL-
11 ATTORNEYS EYES ONLY" under the terms of this Stipulated Protective Order.
12 Pages of transcribed deposition testimony or exhibits to depositions that reveal
13 Protected Material must be separately marked as such by the court reporter and
14 may not be disclosed to anyone except as permitted under this Stipulated
15 Protective Order;
16

17 (f) in preparation for their depositions, witnesses in the
18 action to whom disclosure is reasonably necessary and who have signed the
19 "Agreement to Be Bound by Protective Order" (Exhibit A). Pages of transcribed
20 deposition testimony or exhibits to depositions that reveal Protected Material must
21 be separately marked as such by the court reporter and may not be disclosed to
22 anyone except as permitted under this Stipulated Protective Order;
23

24 (g) the author of the document or the original source of the
25 information.
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2 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED

3 PRODUCED IN OTHER LITIGATION.

4 If a Receiving Party is served with a subpoena or an order issued in

5 other litigation that would compel disclosure of any information or items

6 designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

7 ATTORNEYS' EYES ONLY," the Receiving Party must so notify the

8 Designating Party, in writing (by fax or electronic mail, if possible) immediately

9 and in no event more than three court days after receiving the subpoena or order.

10 Such notification must include a copy of the subpoena or court order. ‘

11

12 The Receiving Party also must immediately inform in writing the

13 Party who caused the subpoena or order to issue in the other litigation that some or

14 all the material covered by the subpoena or order is the subject of this Protective

15 Order. In addition, the Receiving Party must deliver a copy of this Stipulated

16 Protective Order promptly to the Party in the other action that caused the subpoena

17 or order to issue.

18

19 The purpose of imposing these duties is to alert the interested

20 parties to the existence of this Protective Order and to afford the Designating Party

21 in this case an opportunity to try to protect its confidentiality interests in the court

22 from which the subpoena or order issued. The Designating Party shall bear the

23 burdens and the expenses of seeking protection in that court of its confidential

24 material – and nothing in these provisions should be construed as authorizing or

25 encouraging a Receiving Party in this action to disobey a lawful directive from

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1 another court.

2 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.

3 If a Receiving Party learns that, by inadvertence or otherwise, it has
4 disclosed Protected Material to any person or in any circumstance not authorized
5 under this Stipulated Protective Order, the Receiving Party must immediately (a)
6 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
7 best efforts to retrieve all copies of the Protected Material, (c) inform the person
8 or persons to whom unauthorized disclosures were made of all the terms of this
9 Order, and (d) request such person or persons to execute the "Acknowledgment
10 and Agreement to Be Bound" that is attached hereto as Exhibit A.
11

12 10. FILING PROTECTED MATERIAL. Without written permission from
13 the Designating Party or a court order secured after appropriate notice to all
14 interested persons, a Party may not file in the public record in this action any
15 Protected Material. A Party that seeks to file under seal any Protected Material
16 must comply with Civil Local Rule 79-5.
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20 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing
21 by the Producing Party, within sixty days after the final termination of this action,
22 each Receiving Party must destroy or return to the Producing Party all Protected
23 Material to the Producing Party. As used in this subdivision, "all Protected
24 Material" includes all copies, abstracts, compilations, summaries or any other form
25 of reproducing or capturing any of the Protected Material. With permission in
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1 writing from the Designating Party, the Receiving Party may destroy some or all of
 2 the Protected Material instead of returning it. Whether the Protected Material is
 3 returned or destroyed, the Receiving Party must submit a written certification to
 4 the Producing Party (and, if not the same person or entity, to the Designating
 5 Party) by the sixty day deadline that identifies (by category, where appropriate) all
 6 the Protected Material that was returned or destroyed and that affirms that the
 7 Receiving Party has not, other than as authorized below in the subsequent
 8 paragraph, retained any copies, abstracts, compilations, summaries or other forms
 9 of reproducing or capturing any of the Protected Material.
 10

11 Notwithstanding the provisions in the immediately preceding paragraph,
 12 Counsel are entitled to retain an archival copy of all documents and things
 13 produced in discovery, pleadings, motion papers, transcripts, legal memoranda,
 14 correspondence or attorney work product, even if such materials contain Protected
 15 Material. Any such archival copies that contain or constitute Protected Material
 16 remain subject to this Protective Order as set forth in Section 4 (DURATION),
 17 above.
 18

19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the
 21 right of any person to seek its modification by the Court in the future.
 22

23 12.2 Right to Assert Other Objections. By stipulating to the entry of
 24 this Protective Order, no Party waives any right it otherwise would have to object
 25 to disclosing or producing any information or item on any ground not addressed in
 26 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 27
 28

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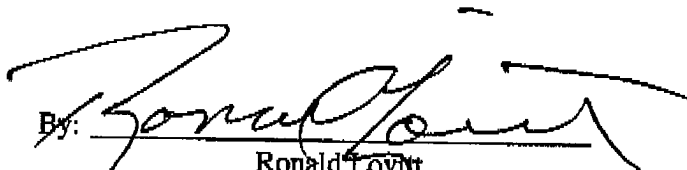
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any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: February 26, 2007 LOVITT & HANNAN, INC.

By: 
Ronald Lovitt
Attorneys for Defendants K-M Industries Holding Co., Inc.; K-M Industries Holding Co., Inc. ESOP Plan Committee; and CIG ESOP Plan Committee

DATED: February __, 2007 HENNIGAN, BENNETT & DORMAN LLP

By: _____
Robert L. Palmer
Attorneys for Defendant William E. And Desiree B. Moore Revocable Trust

DATED: February __, 2007 MORGAN LEWIS

By: _____
Lisa Serebin
Attorneys for Defendant North Star Trust Company

OF COUNSEL TO:
BARTHO, ZANKEL, TARRANT & MILLER P.C.

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7 By: _____
8 Ronald Lovitt
9 Attorneys for Defendants K-M Industries Holding
10 Co., Inc.; K-M Industries Holding Co., Inc. ESOP
11 Plan Committee; and CIG ESOP Plan Committee

12 DATED: February 26, 2007 HENNIGAN, BENNETT & DORMAN LLP

13 By: Robert L. Palmer/drd
14 Robert L. Palmer
15 Attorneys for Defendant William E. And Desiree
16 B. Moore Revocable Trust

17 DATED: February __, 2007 MORGAN LEWIS

18 By: _____
19 Lisa Serebin
20 Attorneys for Defendant North Star Trust
21 Company

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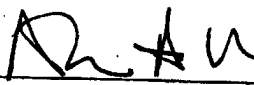
4 DATED: February __, 2007 LOVITT & HANNAN, INC.
5
6

7 By: _____
8 Ronald Lovitt
9 Attorneys for Defendants K-M Industries Holding
10 Co., Inc.; K-M Industries Holding Co., Inc. ESOP
11 Plan Committee; and CIG ESOP Plan Committee

12 DATED: February __, 2007 HENNIGAN, BENNETT & DORMAN LLP
13

14 By: _____
15 Robert L. Palmer
16 Attorneys for Defendant William E. And Desiree
17 B. Moore Revocable Trust

18 DATED: February 27, 2007 MORGAN LEWIS
19

20 By:  _____
21 Lisa Screbin
22 Attorneys for Defendant North Star Trust
23 Company
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LOVITT & HANNAN, INC.

ATTORNEYS AT LAW

900 FRONT STREET, SUITE 300

SAN FRANCISCO 94111

(415) 362-8769

OF COUNSEL TO:
BARTKO, ZANKEL, TARRANT & MILLER P.C.

1 DATED: February 22, 2007

LEWIS, FEINBERG, LEE, RENAKER &
JACKSON, P.C.

2
3
4 By: 

Todd Jackson

Attorneys for Plaintiffs Thomas Fernandez and
Lora Smith

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11 ORDER

12 IT IS SO ORDERED.

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14 DATED: _____

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16 The Honorable Martin J. Jenkins
United States District Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 _____ [print or type full address] declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Northern District of California on
 [date] in the case of *Fernandez et al., v. K-M Industries Holding Co., inc., et al., Case*
No. C06-07339 MJJ. I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and agree that the material covered by this Stipulated
 Protective Order shall be used exclusively for the purposes of this litigation and I
 understand and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
 manner any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Northern District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number]
 as my California agent for service of process in connection with this action or any

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OF COUNSEL TO:
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1 proceedings related to enforcement of this Stipulated Protective Order.
2 Date: _____
3 City and State where sworn and signed: _____
4 Printed name: _____
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7 Signature: _____
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